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SHAMROCK FOODS COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GEORGE VALDEZ, individually,
and on behalf of all others similarly
situated,

Plaintiff,

v.

SHAMROCK FOODS COMPANY,
an Arizona Corporation; and DOES
1 through 25, inclusive,

Defendants.

CASE NO. 5:22-cv-01719-SSS-SHK
STIPULATED PROTECTIVE
ORDER

Removal Date: September 30, 2022
Trial Set: None

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets confidential, and proprietary
17 information for which special protection from public disclosure and from use for
18 any purpose other than prosecution of this action is warranted. Such confidential
19 and proprietary materials and information consist of, among other things,
20 confidential business or financial information, information regarding confidential
21 business practices, or other confidential research, development, or commercial
22 information (including information implicating privacy rights of employees and
23 other third parties), information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure under state or
25 federal statutes, court rules, case decisions, or common law. Accordingly, to
26 expedite the flow of information, to facilitate the prompt resolution of disputes over
27 confidentiality of discovery materials, to adequately protect information the parties
28 are entitled to keep confidential, to ensure that the parties are permitted reasonable

1 necessary uses of such material in preparation for and in the conduct of trial, to
 2 address their handling at the end of the litigation, and serve the ends of justice, a
 3 protective order for such information is justified in this matter. It is the intent of the
 4 parties that information will not be designated as confidential for tactical reasons
 5 and that nothing be so designated without a good faith belief that it has been
 6 maintained in a confidential, non-public manner, and there is good cause why it
 7 should not be part of the public record of this case.

8 2. DEFINITIONS

9 2.1 Action: This pending class action in this Court entitled, *George*
 10 *Valdez, individually, on behalf of all others similarly situated, v. Shamrock Foods*
 11 *Company, an Arizona Corporation, and DOES 1 through 25, inclusive*, Case
 12 No. 5:22-cv-01719-SSS-SHK.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
 14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 16 how it is generated, stored or maintained) or tangible things that qualify for
 17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
 22 items that it produces in disclosures or in responses to discovery as
 23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless
 25 of the medium or manner in which it is generated, stored, or maintained (including,
 26 among other things, testimony, transcripts, and tangible things), that are produced
 27 or generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 2 an expert witness or as a consultant in this action.

3 2.8 House Counsel: attorneys who are employees of a party to this action.
 4 House Counsel does not include Outside Counsel of Record or any other outside
 5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association or
 7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a
 9 party to this action but are retained to represent or advise a party to this action and
 10 have appeared in this action on behalf of that party or are affiliated with a law firm
 11 that has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this action, including all of its officers, directors,
 13 employees, consultants, retained experts, and Outside Counsel of Record (and their
 14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
 16 Discovery Material in this action.

17 2.13 Professional Vendors: persons or entities that provide litigation
 18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is
 22 designated as "CONFIDENTIAL."

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery
 24 Material from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
 27 Protected Material (as defined above), but also (1) any information copied or
 28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
 2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
 4 trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
 7 imposed by this Order shall remain in effect until a Designating Party agrees
 8 otherwise in writing or a court order otherwise directs. Final disposition shall be
 9 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
 10 or without prejudice; and (2) final judgment herein after the completion and
 11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
 12 including the time limits for filing any motions or applications for extension of time
 13 pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Manner and Timing of Designations. Except as otherwise provided in
 16 this Order (see, e.g., second paragraph of section 5.1(a) below), or as otherwise
 17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 18 under this Order must be clearly so designated before the material is disclosed or
 19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
 22 documents, but excluding transcripts of depositions or other pretrial or trial
 23 proceedings), that the Producing Party affix at a minimum, the legend
 24 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 25 contains protected material. If only a portion of the material on a page qualifies for
 26 protection, the Producing Party also must clearly identify the protected portion(s)
 27 (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents available for inspection

1 need not designate them for protection until after the inspecting Party has indicated
2 which documents it would like copied and produced. During the inspection and
3 before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine
6 which documents, or portions thereof, qualify for protection under this Order. Then,
7 before producing the specified documents, the Producing Party must affix the
8 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
9 portion of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

12 (b) for testimony given in depositions that the Designating Party
13 identifies the Disclosure or Discovery Material on the record, within 30 days of
14 receipt of the deposition transcript all protected testimony.

15 (c) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Producing Party, to the extent practicable, shall identify the
20 protected portion(s).

21 5.2 Inadvertent Failures to Designate. If informing the Receiving Party of
22 an inadvertent failure to designate qualified item or items within thirty days of
23 discovery, an inadvertent failure to designate qualified information or items does
24 not, standing alone, waive the Designating Party’s right to secure protection under
25 this Order for such material. Within 30 days of informing the Receiving Party of
26 the correct designation, the Receiving Party must make reasonable efforts to assure
27 that the material is treated in accordance with the provisions of this Order.

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the Designating
11 Party has waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it is
13 entitled under the Producing Party's designation until the Court rules on the
14 challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this
18 action only for prosecuting, defending or attempting to settle this action. Such
19 Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order. When the action has been terminated, a
21 Receiving Party must comply with the provisions of section 13 below (FINAL
22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this action, as
3 well as employees of said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this action;

5 (b) the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this action and who have
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) an individual who authored or is expected to have personal
16 knowledge of that information provided that individual (1) has signed the form
17 attached as Exhibit A hereto, and (2) is not permitted to keep any confidential
18 information, unless otherwise agreed by the Designating Party or ordered by the
19 court;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 the action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
23 the witness and attorneys for witnesses will not be permitted to keep any
24 confidential information, unless otherwise agreed by the Designating Party or
25 ordered by the court. Pages of transcribed deposition testimony or exhibits to
26 depositions that reveal Protected Material may be separately bound by the court
27 reporter and may not be disclosed to anyone except as permitted under this
28 Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Putative Class Member Information. Contact information and any other identifying information for putative class members provided in this action shall only be used for purposes of pre-class certification discovery in this action, and for no other reason. If the class is certified, however, the information may be used during the pendency of this action, but solely for the purpose of this litigation.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS ACTION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice, in writing, to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material at issue. If a Party's request to file Protected Material
5 under seal is denied by the court, then the Receiving Party may file the information
6 in the public record unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 After the final disposition of this action, as defined in paragraph 4, within 60
9 days of a written request by the Designating Party, each Receiving Party must
10 return all Protected Material to the Producing Party or destroy such material. As
11 used in this subdivision, "all Protected Material" includes all copies, abstracts,
12 compilations, summaries, and any other format reproducing or capturing any of the
13 Protected Material. Whether the Protected Material is returned or destroyed, the
14 Receiving Party must submit a written certification to the Producing Party (and, if
15 not the same person or entity, to the Designating Party) by the 60 day deadline that
16 (1) identifies (by category, where appropriate) all the Protected Material that was
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any
18 copies, abstracts, compilations, summaries or any other format reproducing or
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
22 and trial exhibits, expert reports, attorney work product, and consultant and expert
23 work product, even if such materials contain Protected Material. Any such archival
24 copies that contain or constitute Protected Material remain subject to this Protective
25 Order as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 DATED: March 3, 2023

CONN MACIEL CAREY LLP

5
6 By: /s/ Andrew J. Sommer

7 Andrew J. Sommer
8 Megan S. Shaked
9 Attorneys for Defendant
SHAMROCK FOODS COMPANY

10 DATED: March 3, 2023

BOYAMIAN LAW, INC.

11
12 By: /s/ Michael H. Boyamian

13 Michael H. Boyamian
14 Attorneys for Plaintiff
GEORGE VALDEZ

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *George Valdez, individually, on behalf of all others*
similarly situated, v. Shamrock Foods Company, an Arizona Corporation, and
DOES 1 through 25, inclusive, Case No. 5:22-cv-01719-SSS-SHK. I agree to
 comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 GEORGE VALDEZ, individually,
11 and on behalf of all others similarly
12 situated,

13 Plaintiff,

14 v.

15 SHAMROCK FOODS COMPANY,
16 an Arizona Corporation; and DOES
17 1 through 25, inclusive,

18 Defendants.

CASE NO. 5:22-cv-01719-SSS-SHK

~~PROPOSED~~ ORDER APPROVING
STIPULATED PROTECTIVE
ORDER

Removal Date: September 30, 2022

Trial Set: None

19 Based upon the parties' stipulation and good cause showing, the Court
20 hereby issues the protective order on the terms in the Stipulated Protective Order,
21 attached hereto as Exhibit A.

22 **IT IS SO ORDERED.**

23 DATED: March 6, 2023

24 
25 Honorable Shashi H. Kewalramani
26 United States Magistrate Judge
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28